



COLLECTIVE AGREEMENT

Between

The Fraser Valley College
Technical and Vocational Institute Council

and

The Fraser Valley College
Faculty and Staff Association

April 1, 1978 - March 31, 1979

TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	THE AGREEMENT	1
2	ASSOCIATION RECOGNITION AND RIGHTS	3
3	CHECK-OFF OF ASSOCIATION DUES AND MEMBERSHIP IN THE ASSOCIATION	5
4	EMPLOYER RIGHTS	6
5	TERM OF THE AGREEMENT	6
6	RENEGOTIATION OF THE AGREEMENT	7
7	GRIEVANCES	8
8	ARBITRATION	10
9	RATIFICATION OF AGREEMENT	11
10	ENTRY INTO FORCE	11
11	AMENDMENTS	11
12	EMPLOYEE RIGHTS	12
13	VACANCIES WITHIN THE BARGAINING UNIT	14
14	APPOINTMENTS	16
15	EVALUATION	18
16	TERMINATION AND DISCIPLINE	19
17	SENIORITY	20
18	LAY-OFFS AND TECHNOLOGICAL CHANGE	21
19	WORKING CONDITIONS FOR STAFF EMPLOYEES	23
20	WORKING CONDITIONS FOR FACULTY EMPLOYEES	26
21	STAFF WAGE RATES AND SALARY SCHEDULES	28
22	FACULTY WAGE RATES AND SALARY SCHEDULES	31
23	ALLOWANCES	34
24	PROFESSIONAL DEVELOPMENT	35
25	LEAVES	36
26	BENEFITS	39
27	STATUTORY HOLIDAYS AND ANNUAL VACATIONS	40
28	AGREEMENT COMMITTEE	41

AGREEMENT

BETWEEN: THE FRASER VALLEY COLLEGE TECHNICAL AND VOCATIONAL
INSTITUTE COUNCIL

AND: THE FRASER VALLEY COLLEGE FACULTY AND STAFF ASSOCIATION

ARTICLE 1: THE AGREEMENT

1.1 Parties to, and Purposes of, the Agreement

Parties to this Agreement, the Fraser Valley College Technical and Vocational Institute Council, and the Fraser Valley College Faculty and Staff Association:

- (a) Desire to promote fair and proper conditions and terms of appointment for employees;
- (b) Recognize that the essential functions of Fraser Valley College are to provide a wide range of educational programs for students of various talents and interests, to extend the opportunity for continuation of post-secondary education, and to provide a program of continuing education for the use of the community, and that the performance of these functions is enhanced by regular, harmonious relations, and by the peaceful and amicable settlement of disputes and misunderstandings.

1.2 Definitions

Administrator means supervisors not included in the bargaining unit

Association means the Fraser Valley College Faculty and Staff Association

Bargaining Unit means the unit for which the Association is certified by the British Columbia Labour Relations Board

College means Fraser Valley College

Committee of Officers means the Committee of Officers of the Association as defined by the Constitution of the Association

Coordinator means an employee assigned by the employer with the specific responsibility to coordinate the work of employees in an instructional program or department (such as Business Management, Office Careers, Human Services, College Foundations, Natural Sciences, Humanities, Social Sciences)

Director means a non-teaching professional employee assigned by the employer to direct the work of a specific functional area of instruction (such as the Learning Resources Centre, a Community Education Region, Vocational Education)

Employee means a regular employee of the College

Employer means Fraser Valley College Council

Faculty means regular employees appointed to the positions of instructor, librarian, counsellor, or other equivalent position

Leave means leave of absence from duties with the permission of the employer, either with or without pay

Principal means the chief executive officer of the College

Regular Employee means any employee who is employed for one-half ($\frac{1}{2}$) or more of a full-time duty load. For university transfer and career/technical faculty, one-half ($\frac{1}{2}$) of a full-time duty load shall be considered six (6) courses, (four (4) for lab sciences), and for other employees shall be considered one hundred and twenty (120) College working days per year.

All regular employees shall be employed according to one of the following kinds of appointments:

1. An appointment without term
2. An appointment with term of one (1) year or more
3. As a term employee. Term employment means a regular employee as defined above, on a term contract or contracts of specific duration totalling up to two (2) years.
 - (a) Employees shall not be employed as term employees in excess of a total of two (2) years of term contracts;
 - (b) Term contracts shall not be issued where a position can reasonably be determined to be continuous;
 - (c) Employees under this category, when participation in benefit packages is impracticable, shall be paid an agreed sum of money on a monthly basis, equal in value to existing College benefit packages premiums;
 - (d) Employees under this category shall be granted vacation time on a pro-rata basis;
 - (e) Except for the provisions of Clauses 13.2 (Employee Applicants), 13.3 (Unsuccessful Employee Applicants), 14.1 (Probationary Appointments Period), 14.2 (Staff Appointments and Reappointments), 14.3 (Faculty Appointments and Reappointments), 14.4 (Transfers and Promotions), and 23.3 (Transfer Allowances), all provisions of this contract shall apply to term employees.

Senior Administrator means the Bursar and the Deans

Staff means regular employees appointed to positions other than those of faculty or director

Supervisor means an employee with the specific responsibility assigned by the employer to supervise other employees

Temporary Employee means an employee who is not a regular employee

1.3 Relevant Legislation

In addition to the provisions of this Agreement, those statutes and regulations that come within the jurisdiction of the Labour Department of British Columbia will govern employer-employee relations, and the Association will be deemed to have the full rights and responsibilities of a trade union under the Labour Code of British Columbia.

1.4 Use of Masculine and Singular Terms

Wherever the masculine or singular is used, the reference shall include the plural or feminine where the context so requires.

ARTICLE 2: ASSOCIATION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

The bargaining unit shall consist of all regular employees of Fraser Valley College, with the exception of the Principal, the Bursar, their secretaries, the Deans, and the Payroll Supervisor.

Sessional instructors (who are not regular employees as defined above) and casual help (personnel not employed on a regularly scheduled basis) are excluded from the bargaining unit.

The parties may, from time to time and by mutual agreement, exclude additional positions from the bargaining unit as managerial or confidential positions.

2.2 Recognition of the Bargaining Unit

The employer recognizes the Association as the exclusive bargaining agent for all members of the bargaining unit.

2.3 No Other Agreement

No employee covered by the Agreement shall be required or permitted to make a written or oral agreement with the employer or its representatives which conflicts with the terms of this Agreement.

2.4 Recognition of Representatives

The employer recognizes the Committee of Officers of the Association for the purpose of relations between the employer and the Association arising out of this Agreement. No employee or group of employees shall represent the Association at meetings with the employer without proper authorization of the Committee of Officers.

2.5 Leave of Absence Without Pay for Association Business

Leave of absence without pay shall be granted to employees, on a full-time or proportional basis, for Association business on request by the Association. PROVIDED HOWEVER that, in the opinion of the employer, and in consultation with the senior administrator of the area, such leave does not conflict with or disrupt the operation of the College.

The Association shall pay on a replacement cost basis when necessary, (that is when, in the opinion of the Employer, no replacement cost is necessary, there will be no cost to the Association), and when a substitute is hired, the Association will pay the cost of the substitute.

2.6 College Council Information

Both the Employer and the Association will furnish, in advance, copies of their respective Agenda and other public information assembled for their regular meetings. Approved Minutes of regular meetings of the Association and of the Council will be exchanged. The Association shall have a place on the Agenda of all public College Council meetings.

The Council will provide to the Association, upon request, details of approved budgets and a summary of the proposed budget.

2.6 College Council Information (Cont'd.)

The Council will forward a copy of any newly implemented or revised College policy statements dealing with conditions of employment, immediately that such policy statements are adopted by the Council.

2.7 Continuing Discussions

Subject to this Agreement, the employer agrees to continue to discuss practices relating to members of the bargaining unit that traditionally have been the subject of consultation and discussion.

2.8 Use of College Services

The Employer agrees to provide the Association access to College services such as typing, postage, copying, and supplies.

The Association agrees to reimburse the Employer for services at cost to the College.

2.9 Copies of Contract

The Employer shall provide a copy of this Collective Agreement to each employee.

ARTICLE 3:

CHECK-OFF OF ASSOCIATION DUES AND
MEMBERSHIP IN THE ASSOCIATION

3.1 Condition of Employment of New Employees

The Employer shall make it a condition of employment of new members of the bargaining unit that each such member shall pay to the Association an amount equal to the monthly membership dues in the Association fixed in accordance with its Constitution.

3.2 Employees Hired Before April 1, 1976

Employees hired before April 1, 1976 and who were not members of the Association at that date may be exempt from payment of membership dues to the Association except where such employees have given a written assignment of a portion of their salary equal to the membership dues in the Association.

3.3 Employer Shall Acquaint New Employees

The Employer shall acquaint new employees with the fact that a collective agreement is in effect. New employees shall be presented with a copy of the Agreement, an Association membership application card, and an Association dues check-off card. The dues check-off card is to be signed by the employee and returned to the Employer immediately.

3.4 Deductions

- (a) Deductions shall be made monthly in the second payroll period of each month for membership dues and for any assessments levied by the Association. Deductions shall be considered as owing in the month for which they were so deducted.
- (b) The Employer shall, within one (1) month, forward to the Association the total amount of deductions collected, together with a list of employees from whom deductions were made in that month, and with the amounts deducted from each employee.
- (c) The Association shall advise the Employer in writing of the amount to be deducted until changed by further written notice to the Employer by the Association.

ARTICLE 4: EMPLOYER RIGHTS

Employer Rights and Direction of Work Force

The management of the College and the direction of the working forces, including the hiring, firing, promotion and demotion of employees, is vested exclusively in the employer, except as may be otherwise specifically provided in this Agreement. The Association agrees that all employees shall be governed by all policies adopted by the Employer and implemented by the Administration, and published to employees on bulletin or notice boards, or by general distribution, provided such policies are not in conflict with this Agreement.

ARTICLE 5: TERM OF THE AGREEMENT

This Agreement shall come into effect as of the signing date of the completed Agreement, retroactive to April 1, 1978, and shall expire as of March 31, 1979. Where the parties undertake to renegotiate this Agreement in accordance with Article 6, the provisions of this Agreement shall continue in force and effect until a revised Agreement is concluded.

ARTICLE 6: RENEGOTIATION OF THE AGREEMENT

- 6.1 The Association or the College may, by written notice given within the last four (4) months of the Agreement, call on the other party to renegotiate this Agreement.
- 6.2 In the event there is a call to enter into renegotiation of this Agreement, the party calling for negotiations shall advise the other party of the person(s) who shall represent it in negotiation, and in reply the other party shall advise the party calling for negotiations of the person(s) who shall represent its interests.
- 6.3 If an agreement has not been reached on all items by the expiry date of this Agreement, either party may employ whatever economic sanctions as may be lawful, or the parties may, by mutual agreement, submit unresolved matters to a third party for resolution.

6.4 Prohibition of Strikes and Lockouts

Definitions:

"Strike" means a cessation of work, or a refusal to work, or a refusal to continue to work, or an act of omission that is intended to, or does restrict or limit services by members of the bargaining unit in combination or in concert, or in accordance with a common understanding, for the purpose of compelling the Employer to agree to the terms of a collective agreement, or to conditions of employment by the College.

"Lockout" means the closing of the College or any of its facilities, a suspension of the work of its employees, or a refusal to continue to employ a number of its employees, done to compel its employees to agree to the terms of a collective agreement or to conditions of employment by the College.

- 6.5 (a) The Association shall not declare, authorize, ratify or in any way participate in a strike during the term of this Agreement, and no employee shall strike during that period.
- (b) The employer shall not lock out its employees during the term of this Agreement.

7.1 What Can be Grieved

Any difference arising between the parties concerning the interpretation, application, operation or alleged violation of this Agreement, including any question of arbitrability, shall be resolved without work stoppage, in the manner prescribed in Articles 7.2 to 7.3.4 following, and in accordance with Article 2.3.

7.2 Who May Grieve

A grievance must be initiated by the individual employee who feels himself/herself aggrieved, and must have the support of the Association. In cases involving interpretation of the Agreement, the Association may initiate a grievance.

7.3.1 Step One

- (a) In the first step of the grievance procedure, every effort shall be made to settle the dispute with the appropriate supervisor. The aggrieved employee has the right to have an Association representative present at such a discussion.
- (b) If a dispute has been submitted but has not been resolved through such discussions within thirty (30) calendar days of the occurrence of the alleged grievance, the Association may submit the grievance in writing to Step Two of the grievance procedure.

7.3.2 Step Two

- (a) The Membership Chairman of the Association, or his representative, will submit a written notice of the grievance to the senior administrator, with a copy to the Principal.
- (b) The Senior Administrator or his designate must call a meeting within seven (7) calendar days with the employee's immediate supervisor, the Membership Chairman or his representative, and the employee if the employee wishes to attend.
- (c) Within seven (7) calendar days of this meeting, the senior administrator or his designate must, in writing, inform the parties to the grievance of his decision and the reason for the decision.

7.3.3 Step Three

- (a) If the aggrieved party wishes to pursue the grievance beyond Step Two, the grievance will be submitted in writing to the Principal within seven (7) calendar days of the decision of the senior administrator or his designate.
- (b) The Principal may meet with the parties in an attempt to resolve the grievance but, in any case, he shall render his decision and the reasons for his decision in writing, within seven (7) calendar days of submission of the grievance.

7.3.4 Step Four

If the aggrieved party wishes to pursue the grievance beyond Step Three, and the Agreement Committee has not rendered a written recommendation on the issues of the grievance, either party may, within seven (7) calendar days of the decision of the Principal, call a meeting of the Agreement Committee. The Agreement Committee

7.3.4 Step Four, Continued

shall meet within seven (7) calendar days and shall, within fourteen (14) calendar days of the meeting, render in writing a recommendation.

7.3.5 Step Five

If the aggrieved party wishes to pursue the grievance beyond Step Four, the arbitration procedure (Article 8) may be initiated within fourteen (14) calendar days of the date on which all steps prior to Step Five are completed.

7.4 If the employer does not respond within the specified time limits, the grievance shall proceed to the next step.

7.5 Time Limit

The time limits and/or the procedures fixed in this grievance procedure may be altered by mutual consent of the parties.

7.6 No grievance shall be denied in the event the grievor errs in reference to the section of the Agreement cited.

ARTICLE 8: ARBITRATION

8.1 Arbitration of Grievance

Any grievance may be referred to arbitration according to Article 7.3.4 or to Section 96(1) of the Labour Code, after the grievance procedure has been exhausted as provided in Article 7.

- 8.2 The party wishing to initiate arbitration shall notify the other in writing of the question(s) to be arbitrated and the name and address of its chosen representative on the arbitration board. After receiving such notice and statement, the other party shall, within ten (10) calendar days, appoint its representative on the arbitration board and give notice in writing of such appointment to the other party. Such representatives shall endeavour to select a third member who shall be Chairman. Should the representatives fail to select such a third member within ten (10) calendar days from the appointment of the last representative, either party may request the Minister of Labour of the Province of British Columbia to appoint a Chairman. Expenses and compensation of the representatives selected by the parties shall be borne by the respective parties. The expenses and compensation of the Chairman shall be shared equally between the parties.

- 8.3 Notwithstanding the provisions of Article 8.2 preceding, the parties may, by mutual agreement, refer an unresolved dispute to the binding decision of a single arbitrator. In such instances, if the parties are unable to agree on a mutually acceptable arbitrator within ten (10) calendar days of their joint decision to refer the matter to a single arbitrator, either party may ask the Minister of Labour to make the appointment. The expenses and compensation of a single arbitrator shall be shared equally between the parties.

- 8.4 Within fourteen (14) calendar days following the establishment of the board of arbitration it shall report its decision on the grievance. The majority decision of the board shall be final and binding on all persons bound by this Agreement.

8.5 Decision of the Arbitration Board

- (a) The decision of the arbitration board shall be final and binding on both parties.
- (b) The arbitration board shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions.

ARTICLE 9: RATIFICATION OF AGREEMENT

The Association undertakes to submit this Agreement and any amendments subsequently made to it and each Agreement negotiated pursuant to Section 6 herein, which together constitute a collective agreement, to the members of the bargaining unit who are members of the Association, for ratification by a majority of those voting in a mail ballot or at a general meeting.

ARTICLE 10: ENTRY INTO FORCE

This Agreement and each Agreement negotiated pursuant to Section 6 shall enter into force upon signature by the Chairman of the College Council and the President of the Faculty and Staff Association, following ratification by the College Council and ratification by the Association in accordance with Article 9 above.

ARTICLE 11: AMENDMENTS

Amendments to this Agreement may be made at any time where:

- (a) the parties jointly agree that legislation adopted by the Province of British Columbia or the Government of Canada subsequent to the signing date of this Agreement necessitates immediate revisions to the Agreement, or where
- (b) The College finds itself unable to obtain sufficient funds to meet its commitments under the provisions of this Agreement, or where
- (c) The parties jointly agree, for any other reason, that the Agreement requires amendment because of other circumstances not extant or contemplated as of the signing date of the Agreement.

ARTICLE 12: EMPLOYEE RIGHTS

12.1 Personnel Records

An employee desiring to view his own personnel record, including evaluation reports, employment record and financial record, will file a written request with his personnel supervisor. The supervisor will then arrange, within a reasonable period of time, but not more than five (5) calendar days, to review the employee's personnel file with the employee at a time convenient to the employee, the supervisor and the College.

An employee's personnel file will not be opened to unauthorized personnel, except with written permission of the employee. Unauthorized personnel shall be defined as all except the employee, the Principal, Senior Administrators, their Secretaries, Directors, Payroll Supervisor, or person with a court order.

12.2 Picket Line at College Premises

The refusal of a member of the Association to cross a legal picket line established by a bona fide trade union will not, of itself, constitute a violation of this Agreement.

12.3 Indemnity

The College will not seek indemnity against an employee, and will provide legal assistance to an employee (and will pay any judgement against the employee) for actions that result in a judgement against the College or the employee, providing the employee was not acting in contravention of established College policy and was acting in good faith as an agent of the College.

12.4 Academic Freedom

An employee is expected to be governed by his own discretion in the presentation of materials to patrons of the College; but, in the event that any disagreement or difference of opinion might arise over material or method of presentation, the College, which is responsible to the community as a whole, shall determine the appropriateness of the course, program or method of presentation, unless there is prior agreement between the employee and the College to the contrary.

12.5 Copyright

- (a) The copyright to all artistic, recorded or written work which is created during the course of employment shall be retained by the employee throughout his lifetime, and upon his death by his heirs and/or assigns, except as noted in Sections 12.5 (b) and (c). When the stated conditions of employment or duties and responsibilities include the creation of specific artistic, recorded or written work, the copyright to such work shall be retained by the College.
- (b) The College shall have the right in perpetuity to use and revise, free of charge, any or all artistic, recorded or written work which was created by an employee during the course of employment at the College. This shall include the College's participation in a provincial television, telephone or radio network for the purpose of distance education. If such work bears the name of an employee, the College will not alter, amend, or change in any way the said work without the consent of the employee.

12.5 Copyright, Cont'd.

- (c) Any costs incurred by the employer in the production of artistic, recorded or written work by an employee will be recovered from the employee, should the employee hold the copyright for such work.

12.6 Scholarships and Bursaries

Scholarships, bursaries or other grants that an employee earns are his sole property.

ARTICLE 13: VACANCIES WITHIN THE BARGAINING UNIT

13.1 Vacancies

- (a) Wherever possible, regular positions will be created instead of a number of temporary positions. When possible, temporary positions will be combined to create regular positions.
- (b) Notice of all vacant positions for which the Association has bargaining authority shall be posted on designated College bulletin boards in each College centre and forwarded to any employee laid off within the previous nine (9) months, no later than the first date of an external posting.
- (c) Posting of vacancies shall appear at least ten (10) working days before the competition is closed and shall include salary range, summary of the position description, required qualifications, hours of work, days off, work location and commencement date.
- (d) In the posting of a vacancy or new position, the hours of work including days off, and the work location, may be subject to change consistent with the operational requirements and the provisions of this Agreement.

13.2 Employee Applicants

An employee already on staff or on the lay-off list who applies for and meets the criteria of a vacant position shall be given first consideration over an outside applicant.

13.3 Unsuccessful Employee Applications

Unsuccessful employee applicants for vacant positions will be notified in writing. An unsuccessful employee applicant may grieve, providing the grievance is brought within five (5) working days of notice that the employee was unsuccessful in his application.

13.4 Selection Advisory Committee

Appointment of employees will be made by the employer after consultation with employees in the appropriate areas with respect to criteria of the candidates and applicants for the position.

- (a) Consultation shall take place through a Selection Advisory Committee. At least fifty percent (50%) of the membership of the Selection Advisory Committee shall be chosen by and from employees in the appropriate area.
- (b) The Association shall be responsible for providing the employer with the name(s) of employee(s) appointed to the Selection Advisory Committee not later than the expiry date of the position vacancy posting.

13.5 Appointment of Coordinators

The appointment of Coordinators, their term of office, and compensation for the position will be determined by the employer after consultation with employees from the department or program area in which the vacancy occurs.

Selection of Principal and Administrators

The selection of the Principal and the administrators will be determined by the employer after seeking the advice of employees selected by the Association with respect to the criteria of and candidates for the position.

ARTICLE 14: APPOINTMENTS

14.1 Probationary Appointments Period

All new appointees to staff positions will serve a probationary period of three (3) months; appointees to faculty and director positions will serve a one (1) year probationary period.

During the initial probationary period, an employee may be transferred, laid off or dismissed without recourse to the grievance procedure.

14.2 Staff Appointments and Reappointments

Reappointment subsequent to the initial probationary period may be made for:

- (i) a further three (3) month probationary period during which period the employee has complete access to grievance; OR
- (ii) a continuing appointment without term.

In the case of a second probationary period, the employee shall be advised, at least two (2) weeks prior to the end of the period, of his reappointment and the terms thereof, or will be advised that the appointment will not be continued. Failure to continue an appointment or to reappoint may occur only when the employee has received unfavorable evaluation reports as in Article 15.

14.3 Faculty and Director Appointments and Reappointments

- (a) At least six (6) months prior to the completion of a faculty employee's or director's continuing appointment and at least three (3) months prior to the completion of a probationary or trial period appointment, the employee will be advised of his reappointment and the terms thereof, or will be advised that reappointment will not be made. Failure to reappoint may occur only when the employee has received unfavorable evaluation reports as in Article 15.
- (b) A reappointment subsequent to the initial probationary period may be made for:
 - (i) a further one (1) year probationary period during which period the employee has complete access to grievance procedure; OR
 - (ii) a continuing appointment of three (3) year term for positions funded from regular College money, or of up to three (3) years for positions not so funded.
- (c) A reappointment subsequent to a continuing appointment may be made for:
 - (i) a one (1) year trial period with complete access to grievance procedure; OR
 - (ii) a continuing appointment as in Article 14.3(b)(ii), above.

14.3 Faculty and Director Appointments and Reappointments, Cont'd.

- (d) At the time of notification of appointment to a second probationary period or to a trial period, the employer shall provide written notice to the employee of cause for concern about the employee's performance, in order that the employee may have the opportunity for assistance to improve his performance.
- (e) There shall be no more than one (1) trial period in succession.
- (f) There shall be no more than two (2) probationary periods.

14.4 Transfers and Promotions

- (a) If an employee on a continuing appointment is transferred or promoted to a staff position, he will serve a three (3) month trial period. If an employee on a continuing appointment is transferred or promoted to a faculty or director position, he will serve a one (1) year trial period.
- (b) An employee will not be required to accept a promotion.
- (c) If, during or upon completion of the trial period, the employee finds the job unsatisfactory, or his performance is unsatisfactory, he shall if possible return to his former position or to one of equal salary range for which he is qualified. If such return is not possible, every attempt shall be made to place the employee in another vacant position for which he is qualified. In any case, the employee shall have the rights of seniority under Article 18.4 in order to return to a position of equal salary range, or to be rehired in some other position for which he is qualified.

14.5 Appointment to Administrative Position

An administrative appointee from within the bargaining unit shall be replaced in his former position for a maximum of one (1) year by a term appointee. If the administrative appointee is reappointed after his initial appointment, his vacated position shall be treated as a normal vacancy. If the administrative appointee is not reappointed after his initial appointment year, or if he declines such an appointment, he automatically returns to his former position without loss of seniority and without loss of salary increment credit.

ARTICLE 15: EVALUATION

This Article shall apply only to evaluation for the purposes of making reappointments and of continuing appointments.

15.1 Purposes of Evaluation

The purposes of evaluation are:

- (a) to provide the employee with information that will enable him to monitor and improve job skills and effectiveness.
- (b) to determine an employee's suitability for reappointment or continuing appointment.

15.2 Evaluation Criteria and Procedures

- (a) Evaluation criteria and procedures will be established by the administration in consultation with employees in the appropriate area; and the Professional Development Committee and those employees being evaluated will be provided with a copy of the criteria and procedures to be used. The Professional Development Committee shall have the opportunity to review and advise with regard to the establishment of evaluation criteria and procedures.
- (b) Evaluation reports shall be written and discussed with the employee, at which time the employee will sign the report and may, within five (5) working days, enter a Memorandum into the evaluation file. The evaluation report shall not be changed after the employee has signed it.
- (c) If re-evaluation is requested by the employee within ten (10) working days of signing the evaluation report, the re-evaluation will be prepared by a person other than the person responsible for the immediately preceding report, and that person will be chosen by the Principal after consultation with the Professional Development Committee.
- (d) In the absence of an annual evaluation report, the employee's performance shall be deemed to be satisfactory for that year.

15.3 Times for Evaluation

- (a) Employees will be evaluated at least annually.
- (b) An employee will be evaluated at least one (1) month prior to the date on which any notice is due under the reappointment provisions of Articles 14.2, 14.3 and 14.4.
- (c) An employee may request evaluation at any time.

15.4 Grieving Evaluation Reports

An employee is entitled to grieve the violation of the established criteria and procedures for dealing with evaluation reports.

ARTICLE 16: TERMINATION AND DISCIPLINE

16.1 Prior Discussion and Notification

Except in circumstances that require immediate action, discussions will be held with representatives of the Association before a regular employee is terminated or disciplined.

Termination of or disciplinary action against a regular employee will occur only for just and reasonable cause, and will be accompanied by immediate written notice to the employee, stating the reasons for and nature of the action.

ARTICLE 17: SENIORITY

17.1 Seniority Defined

Seniority is the total length of service with the College as a regular employee. Length of service as a regular part-time employee shall be determined on the basis of the number of months worked, i.e., one hundred and fifty-two (152) hours equals one (1) month. If an employee moves to one of the other groups of employees as defined under Article 1, his total service time as recorded on the appropriate seniority list will be counted for seniority purposes. The College will provide the Association with a seniority list not later than February 28 of each calendar year.

17.2 Seniority During Leaves

- (a) A regular employee on approved leave of absence without pay shall maintain but not accrue seniority for leave periods in excess of twenty (20) cumulative calendar days in any one (1) calendar year.

Exceptions to the above may be made pursuant to Articles 25.5 and 25.6.

- (b) A regular employee on approved leave of absence with pay shall continue to accrue seniority.

17.3 Loss of Seniority

Except as provided in Article 17.4, a regular employee shall lose his seniority as a result of resignation or termination of employment.

17.4 Seniority on Re-employment

A regular employee who resigns and is re-employed as a regular employee within thirty (30) calendar days, or who is laid-off and re-employed as a regular employee within nine (9) months, shall be credited with his previously accrued seniority.

ARTICLE 18: LAY-OFFS AND TECHNOLOGICAL CHANGE

18.1 Lay-Off Sequence

Lay-off means the involuntary cessation of employment due to lack of work or reduction or discontinuation of services, but does not include dismissal, suspension, leave of absence or resignation. A reduction in the complement of faculty, directors or staff will only be effected for just and reasonable cause such as decreased enrollment, elimination or programs, shortage of funds, changes in methods of operation, or technological change. In such event:

- (a) Employees facing lay-off will, as specifically provided, continue to be covered by this Agreement.
- (b) Should it become necessary to lay off employees, the employee with the least seniority within the appropriate pay scale in the functional area or discipline, as the case may be, in which the lay-off is necessitated, will be the first laid off. Employees with seniority may displace less senior employees, providing in the opinion of the employer they have the qualifications, abilities, and skills necessary to fill a position held by a less senior employee. Temporary employees will be the first laid off in reverse order of seniority. Term employees will be laid off second. Probationary employees will be laid off third. Thereafter, non-term, non-probationary regular employees will be laid off in reverse order of seniority.
- (c) No regular employee in a functional area or discipline will be laid off until all temporary employees in that area have been laid off.
- (d) Except in emergency circumstances beyond the control of the employer, at least one (1) month before lay-offs are recommended to College Council, the Association will be consulted and will be given complete budgetary and other relevant information.
- (e) Except in emergency circumstances beyond the control of the employer, a staff employee who is laid off will receive at least twenty (20) working days' notice in writing; in the case of faculty and director employees, at least four (4) months notice in writing shall be given for lay-off, and every effort shall be made to have the date of lay-off July 31st.

18.2 Technological Change

- (a) An employee shall be considered displaced by technological change when his services are no longer required in the same capacity as a result of change in the method of operation or equipment.
- (b) The employer agrees to take all reasonable steps so that an employee shall not lose employment because of technological change. Every reasonable effort will be made by the employer to utilize normal turn-over of employees, to the extent that it arises during the period in which changes occur, to absorb employees displaced because of such change or changes. However, when necessary to reduce staff, it will be done as outlined in Article 18 of this Agreement.

18.2 Technological Change, Cont'd.

- (c) The employer will notify the Association at least three (3) months in advance of a projected technological change.
- (d) An employee who is laid off due to technological change will receive three (3) months' notice of lay-off, or three (3) months' severance pay in lieu thereof.

18.3 Employee Records on Lay-Off

When an employee is laid off, his records and references shall state the nature and reason for the termination of the position and will indicate that it was not for reason of unsatisfactory service.

18.4 Recall

Providing that an employee meets the criteria for a vacancy that arises subsequent to a lay-off, employees will be recalled, up to nine (9) months following lay-off, in the reverse order that lay-offs were effected.

18.5 Retraining

The Employer and the Association will establish a Joint Committee of equal representation which shall convene at either party's request to discuss and recommend:

- (i) training programs for those employees affected by technological change
- (ii) training programs to enable employees to qualify for new positions being planned through future expansion or renovation
- (iii) training programs for those employees affected by new methods of operation

Whenever necessary, this Committee shall seek the assistance of external training resources, including local, Provincial, and Federal agencies.

An employee being retrained as in 18.5 (i), (ii), and (iii) above shall continue to accrue seniority and receive his current rate of pay, that is, the rate of pay in force immediately prior to retraining

This provision shall not apply to employees already laid off in accordance with Articles 18.1 and 18.2.

ARTICLE 19: WORKING CONDITIONS FOR STAFF EMPLOYEES

19.1 Work Week

Except where a modified work week has been implemented, the work week for regular full-time employees designated as "staff" shall be five (5) seven-hour (7-hr.) days, thirty-five (35) hours per work week, with no less than two (2) consecutive days off between work weeks.

A modified work week shall mean any organization of any employee's work week, mutually agreed upon in writing between an employee and his immediate supervisor in consultation with the senior administrator, in which the total bi-weekly hours shall equal seventy (70). The employer shall make every effort to provide at least five (5) days' notice of change in shift.

19.2 Shift Premiums

A shift premium of thirty cents (30¢) will be paid:

- (a) for all hours worked outside the employee's regular shift, when less than forty-eight (48) hours notice of change of shift was given the employee.
- (b) for all hours worked on a "split" shift, i.e., a shift on which the employee is required to take an unpaid break or breaks totalling two (2) hours or more.
- (c) for all hours a staff employee is assigned to work outside the hours of eight o'clock (8:00) a.m. to five o'clock (5:00) p.m., whether or not advance notice of the shift assignment was given. This provision will not apply where a staff employee has elected to work a flexible or modified work week which involves working outside the hours of eight o'clock (8:00) a.m. to five o'clock (5:00) p.m.

19.3 Meal Periods

An employee is entitled to a meal period of up to sixty (60) minutes, to be scheduled as close to the middle of the work day as possible. If, as the result of an emergency, the employee is required to stay at his work station for the meal period, then the employee's work day shall be inclusive of that meal period.

19.4 Rest Periods

Regular full-time employees will be allowed two (2) fifteen (15) minute rest periods each work day -- one in each half of the shift, i.e., one before and one after the meal period.

19.5 Overtime

Overtime is work performed by a staff employee in excess of his scheduled daily hours, or in excess of seventy (70) bi-weekly hours of work.

19.5.1 Recording of Overtime

Overtime must be authorized in advance by the appropriate supervisor, recorded on a time sheet, approved by the staff employee's immediate supervisor, and submitted to Payroll.

19.5.2 Overtime Rates

An employee shall be entitled to compensation for authorized overtime in excess of regularly scheduled daily or weekly hours. Overtime shall be compensated, in twenty (20) minute increments, at the rate of:

- (a) time and one-half (1½ times) the staff employee's regular hourly rate for up to three (3) hours of overtime in any working day or eight (8) hours of overtime in a week;
- (b) time and one-half (1½ times) the staff employee's regular hourly rate for the first three (3) hours worked on the first day off of the employee's scheduled two (2) consecutive days off;
- (c) double time (2 times) the staff employee's regular hourly rate for any overtime worked in excess of three (3) hours overtime in any working day, or in excess of eight (8) hours overtime in a week;
- (d) double time (2 times) the staff employee's regular hourly rate for:
 - (i) all hours in excess of three (3) hours on the employee's first scheduled day off;
 - (ii) all hours worked on the employee's second scheduled day off;
 - (iii) all hours worked on a day the employee was scheduled to receive a statutory holiday or, where a holiday is rescheduled pursuant to Article 27.1(b), on a scheduled day off in lieu of a statutory holiday.

Overtime rates will be calculated on base rates only, and not on shift premiums.

19.5.3 Overtime Rights

- (a) A staff employee may refuse to work overtime, except in emergency circumstances when the employer may require that overtime be worked.
- (b) A staff employee shall not be required to take time off during regular hours to compensate for overtime worked.

By mutual agreement of the employee and his immediate supervisor, authorized overtime may be taken as time off in lieu of paid overtime. Where time off is taken in lieu of overtime, such time off will be taken at the equivalent time of the rate earned when the overtime was worked, and shall be taken at a mutually acceptable time which is convenient to the needs of the department, but no later than the completion of the employee's next scheduled regular vacation period or March 31st following the vacation.

- (c) A meal break of half an hour paid at the applicable overtime rate shall be given to an employee if the overtime worked extends more than two (2) hours beyond the completion of the employee's scheduled shift.

19.5.4 Calculation of Overtime

- (a) For the purpose of calculating the hourly rate, an employee's monthly rate shall be divided by one hundred and fifty-two (152).

19.5.4 Calculation of Overtime, Cont'd.

- (b) Should the hourly rate arrived at result in a fraction of one cent (1¢), it shall be taken to the next highest full cent.

19.5.5 Allocation of Overtime

Whenever practicable, overtime worked within a department shall be allocated among the employees within that department on an equitable basis.

19.6 Call Out

- (a) An employee called out to work before the beginning of his work day or back after completing his work day, where such work is not continuous with his regular shift, shall be paid for a minimum of four (4) hours.
- (b) Cancellation of call out before the employee starts work shall result in a two (2) hour minimum at the applicable overtime rate.

19.7 Staff Duties

In addition to the duties outlined in the job description, staff duties may include but not necessarily be limited to the following:

- (a) approved professional development
- (b) participation on College committees
- (c) travel, where an employee is required to work at a location other than the usual location.

20.1 General

Employees will be expected to work regular schedules, with no less than two (2) consecutive days off, to meet the needs of the College in general and, specifically, of the functional area to which the faculty employee is assigned.

In special circumstances, exceptions to the following guidelines may be made by the College after consultation with the employee affected and other employees in the area.

20.1.1 Work Load

The course load for university transfer and technical programs shall not exceed eight (8) courses (a course normally consisting of four (4) hours of instruction per week). The normal course load for science courses which include full laboratory responsibilities shall not exceed five (5) courses (a course normally consisting of seven (7) hours of instruction per week).

The full-time vocational load shall not exceed twenty-five (25) contact hours per week for tutorial or seminar courses, i.e., twenty (20) or fewer students engaged in individualized or small group study; and for trades training, i.e., shop or clinical study, thirty (30) contact hours per week.

20.1.2 Daily Limits

A faculty employee shall not normally be required to have more than seven (7) class contact hours in any one (1) instructional day; and the length of the instructional day shall not normally exceed twelve (12) hours.

20.1.3 Weekly Limits

The work week shall not normally include more than thirty-five (35) hours of assigned duty time during which an employee is required by the College to be at a specific location.

20.1.4 Overloads

No faculty employee shall be required to teach an overload.

20.1.5 Class Size

Class size shall not normally exceed thirty-five (35) except in lab courses where class size shall not normally exceed twenty-four (24), and in continuous intake courses where class size shall not normally exceed eighteen (18).

20.1.6 Faculty Duties

In addition to instructional duties, a faculty employee's duties may include, but not necessarily be limited to, the following:

- (a) Approved professional development
- (b) Course preparation and revision
- (c) Student consultations and/or selection
- (d) Requisitioning supplies and equipment
- (e) Participation on College committees
- (f) Liaison with and supervision of College employees
- (g) Other related duties

For university transfer and career/technical faculty, the duty year shall normally consist of up to one (1) month approved unassigned duty time and one (1) month approved professional development time, consecutive vacation time, and the remainder

20.1.6 Faculty Duties, Cont'd.

of the year as assigned duty time. Every other year, university transfer and career/technical faculty may be required to teach up to two (2) six (6) week courses or their equivalent during their professional development/unassigned duty time as a part of their regular course load. Every third (3rd) year, university transfer and career technical faculty may be required to teach one (1) six (6) week course or its equivalent during their professional development/unassigned duty time, in addition to their regular course load.

In any event, no faculty member shall be required to teach during their professional development/unassigned duty time two (2) consecutive years. Furthermore, no faculty member shall be required to teach during their professional development/unassigned duty time any course where enrollment does not meet stated minimums for fall and winter semester courses. Employees required to teach courses during their professional development/unassigned duty time shall be notified at least four (4) months prior to the commencement of the course.

For vocational faculty, the duty year shall normally consist of nine (9) months teaching duty time, up to one (1) month approved professional development and non-teaching duty time, and two (2) months' vacation time (the scheduling of which will be based on the instructional needs of the College and the interests of the employees).

For all other faculty, the duty year shall normally consist of up to one (1) month approved professional development time, consecutive vacation time, and the remainder of the year as assigned duty time.

20.1.7 Course Preparation Limits

A university transfer or career/technical faculty member shall not normally be required to prepare more than three (3) different courses per semester or more than five (5) different courses per year.

20.1.8 Exceptions

Exceptions to the provisions regarding normal working conditions for faculty will be resolved upon recommendation of the appropriate coordinator and approval of the Dean of Instruction.

20.2 Working Conditions for Directors

Directors shall work regular schedules of thirty-five (35) hour weeks, with no less than two (2) consecutive days off per week, to meet the needs of their specific functional area and the College in general.

Where the nature of the position requires evening or weekend work, thirty-five (35) hour work weeks will be taken as an average when determining the extra hours worked. The amount and the scheduling of compensatory time shall be mutually agreed upon by the senior administrator and the appropriate director.

In addition to their regular duties, director employees have an obligation to participate in College-wide committees and to undertake approved professional development. In order that they might fulfill the latter obligation, directors shall be granted time off by the appropriate senior administrator for approved professional development, as distinct from their annual vacation entitlement.

ARTICLE 21: STAFF WAGE RATES AND SALARY SCHEDULES

21.1 Rates of Pay/Salary Schedules

Employees will be paid wages or salaries in accordance with the Wage and Salary Schedules attached hereto and forming part of this Agreement. The indication of a pay group in the Schedules shall not bind the employer to create or fill such pay groups.

21.2 Acting in a Higher Capacity

In the event an employee is directed to perform the principal duties of a higher paying position for a period in excess of five (5) working days, the employee shall receive an increase of ten percent (10%) of his rate of pay for the time in which he is actually performing the higher rated duties.

21.3 Rate of Pay on Temporary Assignment to a Lower Paid Position

An employee temporarily assigned by the employer to a position with a lower rate of pay shall maintain his regular rate of pay.

21.4 Rate of Pay on Transfer or Promotion

- (a) When an employee is permanently transferred to a lower paying position, the employee shall be paid at the increment rate for the new position that is immediately lower than that which he had been receiving.
- (b) When an employee is transferred to another position which has the same pay rate as the employee's former position, there shall be no change in the employee's rate of pay or increment anniversary date.
- (c) When an employee is promoted to a higher paying position, the employee shall then receive the increment rate for the new position which is immediately higher than the increment rate the employee had received in his previous position.
- (d) Transfers or promotions shall not affect an employee's increment anniversary date, seniority, or entitlement to benefits, except as may otherwise be specifically provided in this Agreement.

21.5 Rate of Pay on Reclassification

- (a) Where an employee's position is reclassified to a higher pay group, the employee shall then be paid at the new pay rate which is immediately higher than he had previously been receiving.
- (b) When a position is reclassified to a lower rated pay group, any incumbent employees shall continue to receive the same of pay they had been receiving, but will not receive any further increments or pay increases until such time as the new rate for appropriate service in the reclassified position equals or exceeds the rate the employee has been receiving.
- (c) Reclassification shall not affect an employee's increment anniversary date, seniority, or entitlement to benefits,

21.5 Rate of Pay on Reclassification, Cont'd.

except as may otherwise be specifically provided in this Agreement.

- (d) An employee may grieve improper classification

21.5.1 Classification Audit Committee

- (a) The Employer shall arrange for the training of three (3) representatives of the Association and three (3) representatives of the College administration in the Job Evaluation Rating System employed by the College Job Evaluation Consultants.
- (b) A joint Classification Audit Committee equally representing the Employer and the Association (not to exceed a total of four (4) members) shall, at the request of either party:
- (i) convene to audit the classification assigned to any position falling within the classification provision of this Agreement
 - (ii) make recommendations in writing to the Employer as may be necessary concerning the classification of any position falling within the classification provision of this Agreement.

The Classification Audit Committee shall endeavour to inform the parties of the factors involved and the results of each stage of the position classification procedure.

21.6 Regular Part-Time Employees

Regular part-time employees will be paid the same proportion of full salary that their assignment bears to regular full-time.

21.7 Increment Anniversary

- (a) Employees will be eligible for placement on the next higher increment (up to maximum on their pay scale) as of the first day of the pay period following the employee's anniversary of his entry into service with the College.
- (b) An increment may be withheld or, in the case of an employee at maximum, withdrawn for less than satisfactory service based on the employee's evaluation report.
- (c) If an employee takes more than six (6) months of unpaid leave in any year, the employee's increment anniversary date will be postponed one (1) full year.

21.8 Pay-Days

Employees shall be paid semi-monthly. An employee's pay shall be issued to the employee at his normal place of work.

21.9 Schedules

- (a) The Staff Salary Schedule from April 1, 1978 to March 31, 1979 shall be the following:

...cont'd.

Pay Group	Step 1	Step 2	Step 3	Step 4	Step 5	Point Clusters
1	733	767	804	842	883	100-159
2	804	842	883	924	968	160-219
3	883	924	968	1,014	1,062	220-278
4	968	1,014	1,062	1,113	1,166	279-337
5	1,062	1,113	1,166	1,221	1,279	338-396
6	1,166	1,221	1,279	1,339	1,403	397-455
7	1,279	1,339	1,403	1,470	1,540	456-514
8	1,403	1,470	1,540	1,613	1,690	515-575

(b) All retroactive monies due under Article 21.9(a) shall be paid by the end of the month in which this Agreement is signed, provided there are at least fifteen (15) calendar days prior to month-end. If there are less than fifteen (15) calendar days between the date of signing and the end of the calendar month, the retroactive monies shall be paid at the end of the calendar month following.

ARTICLE 22: FACULTY WAGE RATES AND SALARY SCHEDULES

22.1 Rates of Pay/Salary Schedules

Employees will be paid wages or salaries in accordance with the Wage and Salary Schedules attached hereto and forming part of this Agreement.

22.2 Acting in a Higher Capacity

In the event an employee is directed to perform the principal duties of a higher paying position for a period in excess of five (5) working days, the employee shall receive an increase of ten percent (10%) of his rate of pay for the time in which he is actually performing the higher rated duties.

22.3 Increment Anniversary

- (a) Employees will be eligible for placement on the next higher increment (up to maximum on their pay scale) as of August 1st of each year.
- (b) An increment may be withheld or, in the case of an employee at maximum, withdrawn for less than satisfactory service, based on the employee's evaluation report.
- (c) If an employee takes more than six (6) months of unpaid leave in any year, the employee's increment anniversary date will be postponed one (1) full year.

22.4 Additional Responsibilities

A faculty member who accepts in writing special responsibilities such as serving as a Coordinator shall normally be granted the release time necessary to fulfill those responsibilities. However, the Dean of Instruction may, after consultation with the Coordination group, grant additional compensation by salary adjustment when the normal duties and responsibilities defined in the Coordinator's job description are exceeded.

22.5 Regular Part-Time Employees

Regular part-time employees will be paid the same proportion of full salary that their assignment bears to regular full-time.

22.6 Pay Days

Faculty employee salaries shall be paid in twelve (12) equal monthly installments. An employee's pay shall be issued to the employee at his place of work.

22.7.0 Schedules and Placement on Schedules

(a) There shall be two (2) salary schedules for Faculty:

- (i) P or Provisional: Temporary or provisional placement for less than the minimum qualifications of the R (Regular) Scale.
- (ii) R or Regular: Minimum qualifications of Masters degree or appropriate Journeyman certification and at least eight (8) years Journeyman experience, or equivalent of either, shall have a base placement of Step 1 (One). Minimum qualifications of Doctorate or appropriate Journeyman certification and at least fifteen (15) years

22.7.0 Schedules and Placement on Schedules, Cont'd.

journeyman experience, or equivalent of either, shall have a base placement of Step 3 (Three).

The Employer may, at its discretion, move an employee from Scale P to a position of equal or higher pay on Scale R.

- (b) Vocational teaching experience evaluated by the Employer as more than satisfactory shall be considered as equivalent journeyman experience under these provisions.
- (c) Initial placement on the Salary Scale is not grievable.

The Employer may, with the consent of the employee, change the initial placement of the employee.

22.7.1 Recognition of Previous Comparable Experience

Previous comparable work experience as evaluated by the Employer shall be recognized at the rate of one (1) step for each year of full-time experience. Where such experience is recognized, teaching assistantships, laboratory experience, and related part-time experience shall be recognized on a proportional basis not to exceed point five (.5) to one (1). Comparable work experience shall be determined by the Employer to a maximum of seven (7) additional steps.

22.7.2 Schedules

- (a) The Faculty Salary Schedule from April 1, 1978 to March 31, 1979 shall be the following:

<u>Step</u>	<u>P</u>	<u>R</u>
1	16,395	18,035
2	17,215	18,855
3	18,035	19,675
4	18,855	20,495
5	19,675	21,315
6		22,135
7		22,955
8		23,775
9		24,595
10		25,415
11		26,235
12		27,055
13		27,875

- (b) All retroactive monies due under Article 22.7.2(a) shall be paid by the end of the month in which this Agreement is signed, provided there are at least fifteen (15) calendar days prior to month-end. If there are less than fifteen (15) calendar days between the date of signing and the end of the calendar month, the retroactive monies shall be paid at the end of the calendar month following.

22.7.3 Directors Schedules

The parties agree to carry out a study of position classification and salary schedules for Director's positions. The results of the study will be retroactive to April 1, 1978.

22.7.3 Directors Schedules, Cont'd.

A Committee shall be struck forthwith by the parties to this Agreement to determine, pending ratification by the parties' respective constituencies, position descriptions and salary schedules. The Committee shall convey its recommendation to both parties in the form of a report no later than January 1, 1979. The report shall include at least position descriptions, salary scales, and rationale to support the recommendation. The decision of both parties will be required by January 15, 1979.

The Committee shall be composed of a Senior Administrator, one (1) member of College Council, and two (2) member representatives of the Association.

23.0 Travel Requirements

An employee may be required, as part of his duties, to travel between the main College campuses, or to other locations within or outside the College region. Expenses for such travel required by the College, including reasonable accommodation and meal expenses in emergency situations, will be paid to employees in accordance with this Article.

23.1 Mileage

Employees required to use their own vehicles for College business will be reimbursed at rates set from time to time by the College Council. The current rate for mileage, twenty-three cents (23¢) per mile, will not be reduced during the term of this Agreement without prior consultation with the Association.

All mileage for which a claim is made must be approved by the employee's immediate supervisor.

23.2 Meals and Accommodation

An employee required to travel outside the College region on College business will be reimbursed for reasonable expenses for meals, accommodation and other legitimate requirements of the employee. Claims for such expenses must be accompanied by receipts.

23.3 Transfer Allowances

- (a) The College shall pay for the initial move of household goods, to a maximum of two hundred and fifty dollars (\$250.00), for those employees reassigned to another location at the College's request.
- (b) An employee shall not be transferred more frequently than every three (3) years, except by mutual agreement of employer and employee.
- (c) An employee shall not be required to transfer from the location to which he was originally assigned, if the work that he performed at that original location is to be continued.
- (d) Notice of transfer must coincide with the regular notice of appointment.

ARTICLE 24: PROFESSIONAL DEVELOPMENT

24.1 Joint Intent re Professional Development

In recognition of the desirability of constantly improving professional competence, the College will develop professional development policies in consultation with the Association. The parties will maintain a joint Professional Development Committee which will operate within College policy regarding professional development.

24.2 Professional Development Funding

The College will annually budget funds for professional development which will be not less than point eight (.8) of one percent (1%) of the total salary budget for employees within the bargaining unit, to support the Professional Development program for staff, directors and faculty in the spirit of the College's commitment to professional development. When circumstances permit, the amount for professional development will be one percent (1%) of the total salary budget for employees within the bargaining unit.

24.3 Application of Professional Development

In consultation with an employee's senior administrative supervisor, each employee shall be encouraged to undertake professional development activities that enhance the professional competence of the employee and the efficiency of College operations. Professional development time and money does not include that spent on regular College business.

24.4 Allocation of Professional Development Funds

The administration and allocation of the professional development fund and of professional development time is the responsibility of the joint Professional Development Committee which shall, in consultation with an applicant's supervisor having considered the needs of the department, accept, modify, or reject an employee's request for funds and time.

24.5 Composition of Joint Professional Development Committee

The joint Professional Development Committee shall consist of five (5) members appointed by the College's administration, and five (5) members appointed by and from the Association.

ARTICLE 25: LEAVES

25.0 Association Leave

Leave for Association business will be granted pursuant to Article 2.5.

25.1 Sick Leave

Sick Leave is provided as a form of insurance against non-compensable injury or sickness which would otherwise result in income loss.

Regular employees shall receive sick leave on the following basis:

- (a) Five (5) days per year non-cumulative general sick leave at full pay.
- (b) Thirty (30) days per year non-cumulative illness or accident sick leave at full pay while under a doctor's care.
- (c) Thirty-one (31) to ninety-four (94) days illness or accident leave at seventy percent (70%) of full pay in accordance with the provisions of the Group Insurance Plan.
- (d) Seventy percent (70%) of full pay to age sixty-five (65) for total disability, in accordance with the provisions of the Group Insurance Plan.
- (e) Employees may be required to produce a medical statement verifying illness or accident.

25.2 Bereavement Leave

Bereavement leave of up to three (3) working days to insure against income interruption that would otherwise occur, may be granted with pay in the event of a death in an employee's immediate family. For the purposes of this provision, immediate family shall be defined as an employee's parent, spouse, child, brother, sister, father-in-law or mother-in-law, grandparent or grandchild. An employee may apply for more leave if circumstances require it.

25.3 Leave for Court Appearances

An employee shall continue to receive regular pay for any working day the employee is required to serve as a juror or witness. Any monies paid an employee by the Court for such service (except travel or meal allowances) will be turned over to the Employer.

25.4 Maternity Leave

Employees will be granted maternity leave in accordance with the provisions of the Maternity Protection Act. Unpaid leave of absence to a maximum of one (1) year, including that provided under the terms of the said Act, shall be granted upon request in writing made not less than two (2) months prior to the commencement of the leave period, but shall, if applicable, coincide with semester periods.

Leave for Professional Development Activity

- (a) After five (5) years of service as a regular employee, an employee is entitled to up to one (1) year of unpaid leave for professional development activity, approved by the Professional Development Committee, except where such leave would demonstrably disrupt the operation of the College, as determined by the Employer. He shall not be entitled to another such leave until five (5) years of service after returning to his regular position.

Application shall be made to the Professional Development Committee as per Articles 24.3 and 24.4. The employer may refuse to grant such leaves to more than seven percent (7%) of the number of full-time equivalent employees in the bargaining unit in any one (1) calendar year. In such a case, priority among accepted applications shall be given to those applicants who have been entitled to leave for the longest time.

- (b) The employee shall continue to accrue seniority while on an unpaid leave of absence for approved professional development activity, except when the employee will receive an additional increment or promotion as a result of such activity, for which cases whether the employee continues to accrue seniority shall be at the discretion of the employer.

General Leave

Except as otherwise specified in the Agreement, upon application by an employee, he may be granted general leave for good and sufficient reason acceptable to the employer. Employees requesting such leave will file written application to the Principal who will determine, on the basis of the merits of the application and the College's operating situation:

- (a) whether such leave will be granted and, if so,
- (b) whether leave will be with or without pay, and
- (c) any other conditions of leave.

Decision of the Principal on applications for general leave will be final and binding, and will not be subject to grievance procedure.

Political Leave

- (a) If an employee is nominated as a candidate for election at the federal, provincial or municipal level, he may be entitled to leave of absence without pay to engage in the election campaign, if the employee applies for such leave. This leave may be for a proportion of his regular duty load.
- (b) If elected to full-time office, the employee may be eligible for leave of absence without pay for a period of one (1) year, and such leave may, upon application, be renewed each year during his term of office, to a maximum of five (5) years. This leave may be for a proportion of his regular duty load.
- (c) The employee shall give one (1) months' notice of his intent to apply for a leave of absence under this section by notifying in writing the appropriate senior administrator and the Association.

25.7 Political Leave, Cont'd.

- (d) Such leave is, however, subject to the discretion of the Principal who will satisfy himself, in consultation with the department chairperson or appropriate administrative supervisor, that the College will not suffer unduly as a result.
- (e) A faculty employee teaching in the university transfer or career/technical areas returning from political leave shall re-enter at the beginning of the next recognized semester. Other employees returning from political leave shall re-enter at the College's earliest convenience, but not later than four (4) months from the date of the employee's written notification to re-enter.

25.8 Special Leave

An employee may be granted leave of absence with pay for up to a total of two (2) days per year for the following reasons:

- (a) paternity leave
- (b) adoption leave
- (c) household emergency
- (d) family illness

A joint committee composed equally of representatives from the Association and the Employer shall be struck to evaluate the operation of this Article during the term of this Agreement.

25.9.1 Benefits

An employee on leave of absence without pay is entitled to maintain his portion of premiums for medical, extended health, dental, or group life insurance, or for any other benefits. If he does so, the employer shall pay its share of the premium for the first twenty (20) working days only.

25.9.2 Failure to Return

The Employer may deem an employee to have resigned on the date upon which a leave of absence without pay commenced, if the employee does not return to work upon the expiry date of the leave.

ARTICLE 26: BENEFITS

26.1 Benefit Coverage

Regular employees shall receive benefits as hereinafter set out:

26.2 Group Life Insurance

The Employer shall pay one-half ($\frac{1}{2}$) the premium cost of a mutually acceptable Group Life Insurance Policy providing coverage at least equal to that in effect as of the signing date of this Agreement.

26.3 Medical Insurance and Extended Health Benefits

The Employer shall pay one-half ($\frac{1}{2}$) the premium cost of the Medical Services Plan of British Columbia, including mutually acceptable Extended Health Benefit coverage, for all regular employees, and dependents of employees, providing they are classified as dependents for income tax purposes.

The employee may cover persons other than dependents if a plan agrees and if the employee pays the full cost of the premiums for non-dependents through payroll deduction.

26.4 Pensions

All eligible regular employees must participate in the appropriate pension plan, except as provided by the plans.

26.5 Benefit Coverage During Leave of Absence Without Pay

An employee on leave of absence without pay may maintain his medical, extended health, and group life insurance coverage for up to one (1) year by paying the full cost of such benefits. Such payments must be made in advance, through the Employer.

ARTICLE 27: STATUTORY HOLIDAYS AND ANNUAL VACATIONS

27.1 Statutory Holidays

- (a) Regular employees will be granted a day off, with pay, for each of the following holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
B.C. Day	

and any other general statutory holiday proclaimed by the Federal or Provincial Governments.

- (b) When one of the statutory holidays noted in (a) falls on one of an employee's days of rest, the employee is entitled to such statutory holiday on his next regularly scheduled work day, unless the holiday is proclaimed as being observed on some other day.
- (c) When one of the statutory holidays noted in (a) preceding falls on a regularly scheduled working day during an employee's annual vacation, the employee shall be granted an additional day's vacation.

27.2 Annual Vacations

- (a) Regular staff employees shall be granted paid annual vacations as follows, with years of continuous service calculated as of July 1:
- (i) Less than one (1) calendar year of continuous service: one and one-quarter ($1\frac{1}{4}$) days off for each completed month of service to a maximum of fifteen (15) days, with pay at the rate of six percent (6%) of regular pay earned to July 1.
 - (ii) One (1) completed year of continuous service through five (5) completed years of service: fifteen (15) working days annual vacation.
 - (iii) Six (6) completed years of continuous service: twenty (20) working days annual vacation.
- (b) (i) Regular faculty employees with one (1) or more years completed continuous service as of July 1 shall be granted forty (40) working days vacation.
- (ii) Regular faculty employees with less than one (1) completed year of continuous service as of July 1 shall be granted three and one-third ($3\frac{1}{3}$) days vacation for each completed month of service, to a maximum of forty (40) days, with pay at the rate of sixteen percent (16%) of regular earnings to July 1.
- (c) (i) Regular director employees with one (1) or more years completed continuous service as of July 1 shall be granted thirty (30) working days vacation.
- (ii) Regular director employees with less than one (1) completed year of continuous service as of July 1 shall be granted two and one-half ($2\frac{1}{2}$) days vacation for each completed month of service, to a maximum of thirty (30) days, with pay at the rate of twelve percent (12%) of regular earnings to July 1.

ARTICLE 28: AGREEMENT COMMITTEE

- 28.1 (a) The Agreement Committee shall be composed of two (2) representatives of the Employer and two (2) representatives of the Association, provided that alternate representatives may be appointed from time to time. If possible, at least one (1) of the representatives of the Employer and at least one (1) of the representatives of the Association will have been members of their respective Negotiating Committees for this Agreement.

The Committee shall be constituted within one (1) month of the signing of the Agreement, and shall continue for the duration of this Agreement.

- (b) The Committee shall meet as often as is necessary, at the request of either party, to discuss and make recommendations on problems of Agreement interpretation and other matters of employer-employee relations arising out of this Agreement, and to act in the grievance procedure as herein provided. The initial meeting of the Committee shall be at the call of the Chairman, and the first order of business of that meeting shall be to formulate the terms of reference of the Committee.

- (c) The first Chairman of the Committee shall be a representative of the Association, who shall serve for a period of six (6) months from the date of signing the Agreement. The Chairman for the next six (6) months shall be a representative of the Employer, and the Chairmen thereafter shall alternate for each six (6) month period.

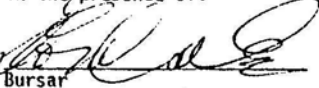
- (d) The Chairman of the Committee shall be entitled to vote.

- 28.2 Policy matters under consideration by the Employer shall, upon request by either party, be reviewed by the Agreement Committee in order to establish whether such policy matters may be interpreted as being in conflict with the Agreement.

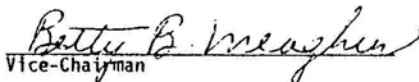
- 28.3 In order to give appropriate consideration to policy statements, the Agreement Committee shall be provided by the Administration with all necessary information regarding the general procedures which will be used to implement proposed College policy.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this
seventeenth day of August, 1978.

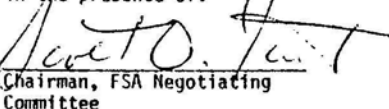
SIGNED, SEALED AND DELIVERED
in the presence of:


Bursar

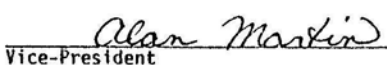
THE COUNCIL OF FRASER VALLEY COLLEGE
TECHNICAL AND VOCATIONAL INSTITUTE


Vice-Chairman

SIGNED, SEALED AND DELIVERED
in the presence of:


Chairman, FSA Negotiating
Committee

THE FACULTY AND STAFF ASSOCIATION OF
FRASER VALLEY COLLEGE


Vice-President